

**RFP-4-77**  
**SECTION ONE**  
**GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

**1.1 INTRODUCTION**

The Indiana Department of Administration (IDOA), acting on behalf of Indiana State Personnel Department (SPD), requires one or more respondents to provide services to implement the legislative mandate in HEA 1265-2004 (Public Law 50-2004) for aggregate purchasing of prescription drugs. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

**1.2 DEFINITIONS AND ABBREVIATIONS**

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

|                 |  |
|-----------------|--|
| IAC             | The Indiana Administrative Code.   |
| IAPPP           | Indiana Aggregate Prescription Purchasing Program (Public Law 50-2004)   |
| IAPPP Affiliate | An entity required or permitted to participate in the IAPPP under IC 16-47-1-4.  |
| IC              | The Indiana Code.  |
| Implementation  | The successful installation of the plan to the point of full use/operation as specified in the contract resulting from this RFP.   |
| Installation    | The delivery and physical setup of products or services requested in this RFP.   |
| Products        | Tangible goods or manufactured items as specified in this RFP.   |
| Proposal        | An offer as defined in IC 5-22-2-17.   |
| Respondent      | An offeror as defined in IC 5-22-2-18.   |
| Services        | Work to be performed as specified in this RFP.   |
| State agency    | As defined in IC 4-13-16.5-1<br>A) An authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative department of state government.<br>B) An entity established by the general assembly as a body corporate and politic.<br>C) A state educational institution. |

Vendor Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to invite respondents to prepare and submit proposals to administer the State of Indiana's aggregate prescription purchasing program (IAPPP) in compliance with the provisions of HEA 1265-2004 (Public Law 50-2004) whereby prescription drugs:

- (1) Must be purchased for State employee health plans, including
  - (a) the traditional, self-insured, PPO plans administered by Anthem,
  - (b) the (formerly fully-insured) HMOs, and
  - (c) Local Units of Government (Local Units) [that access the State employee plans] and pool their risk.
- (2) Must be purchased for employees participating in health plans offered by the state institutions of higher education, unless State Budget Agency determines the plan would not result in an overall financial benefit to the institution.
- (3) May be purchased by other state agencies that purchase or arrange for payment of the cost of prescription drugs (but excluding Medicaid).
- (4) May be purchased by a local government, that does not have coverage via the State employee health plans.
- (5) May be purchased by Indiana Comprehensive Health Insurance Association (ICHIA).
- (6) Are available to an individual who is covered under a health benefit plan that includes a prescription drug benefit.

Groups participating in the IAPPP will remain in the program as long as the contract remains in effect, unless State Budget Agency makes a determination that participation would not result in an overall financial benefit to the entity.

Responsive proposals may be in one or more of the following forms:

- (a) A program negotiating discounts and rebates with manufacturers and brokering those additional discounts and rebates to each of the participating plans, or
- (b) A pharmacy benefit carve-out, or
- (c) Alternative concepts that meet the legislative mandates and reduce costs below IAPPP Affiliates' current plan experience.

Regardless of the form of the proposal, responses must explain specifically the cost savings available through the proposal and must meet all technical requirements for seamless integration with existing health plans.

### 1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One -- A description of many factors affecting the proposal process and procedures.

Section Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

Section Three -- A general discussion of the method that will be used by an evaluation team in selecting a respondent to recommend to State officials with whom to enter contract negotiations.

Attachments -- Details supporting this basic RFP document.

Attachment A – Minority Business and Women Owned Participation Plan

Attachment B – Sample Contract  
Attachment B1 – Local Unit Adoption Agreement and Binder  
Attachment C – Respondent Notification Request  
Attachment D – Technical Requirements including the Cost Disclosure form  
Attachment E – Prescription Drug Plan information  
Attachment F– Average Enrollees per Account  
Attachment G – Zip Code Listing  
Attachment H – 2003 Utilization Experience per Account  
Attachment H1 – Purchase Accounts  
Attachment I – Sample Business Association Agreement  
Attachment J – HEA 1265

## 1.5 ISSUING OFFICE

In accordance with Indiana statute, IDOA has issued this RFP on behalf of SPD. The content has been prepared by the staff of SPD and others. This RFP is being posted to the State of Indiana website (<http://www.in.gov/idoa/proc>). One copy of this RFP may be provided free of charge. A nominal fee will be charged for providing additional copies.

## 1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the Procurement Division no later than **3 p.m. Eastern Standard Time on June 15, 2004**. Each respondent must submit one original (marked "Original") and twelve (12) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. One (1) complete copy of the proposal must be provided on a 3 ½" diskette and/or on CD-ROM size 650. No more than one proposal per respondent should be submitted. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Shelley Harris  
Procurement Division  
Indiana Department of Administration  
402 West Washington Street, W468  
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per respondent should be submitted.

The State of Indiana accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

**All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.**

**Caution to respondents about shipping/mailing:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the respondent to make sure that solicitation responses are received by the Procurement Division on or before the designated time and date.

All questions regarding this RFP must be submitted in writing to the above address no later than **3 p.m. Eastern Standard Time on May 26, 2004**. Inquiries may also be submitted via fax (**317-234-1281**) or email [rfp@idoa.state.in.us](mailto:rfp@idoa.state.in.us) and must be received by IDOA by the time and date indicated above. Questions submitted after 3 p.m. may not be considered.

Following the question due date, IDOA personnel will assemble a list of the compiled questions asked by all respondents. The responses will be posted to the IDOA website approximately one week after the question due date listed in the RFP timetable, Section 1.26. The Question and Answer link will not become active until IDOA has provided responses to all questions. IDOA reserves the right to judge whether any questions should be answered in writing, and copies will be placed on the Procurement page on the State's web site for downloading, distributed to all prospective respondents who are known to have received a copy of the original RFP, or both. Only answers signed by the Director of the Procurement Division or designee or posted on the State's web site will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of Indiana State Personnel Department. Such action may disqualify respondent from further consideration for a contract as a result of this RFP.

#### 1.7 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **May 19, 2004 from 1:00 p.m. EST to 3:00 p.m. EST**, in **Training Room D, First Floor, Indiana Government Center South, 402 West Washington Street, Indianapolis, Indiana**. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

#### 1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by the Procurement Division to the State of Indiana website. If such addenda issuance is necessary, IDOA reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

## 1.9 PRICING

IDOA requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

Respondents must submit the Cost Disclosure Form found in Attachment D.

SPD and IDOA recognize there are certain industry practices for service providers. However, the Departments encourage respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP and the selection of a service provider.

## 1.10 DISCUSSION FORMAT

The State reserves the right to conduct discussions, either oral or written, with those respondents determined by the State to be reasonably viable to being selected for award. If discussions are held, the State may request best and final offers. IDOA Procurement will schedule all discussions. Any information gathered through oral discussions should be confirmed in writing.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the State's requirements.

The State reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the State's best interest to do so and the Director of the Procurement Division or designee makes a written determination of that fact. If discussions are reopened, the State may issue an additional request for best and final offers from all respondents determined by the State to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the State may select for negotiations the offers that are most advantageous to the State, considering price or cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The State retains sole authority to determine whether contact with respondents is for clarification or discussion.

## 1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected respondent by appropriate officials of the State, contract negotiations will commence. The contract will be based primarily on the clauses in Attachment B of this document; secondly, on those required clauses by the respondent that are acceptable to the

State; and, additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the Commissioner of IDOA or designee, IDOA will cease all activities with that respondent and begin contract negotiations with the next highest ranked respondent. This process may continue until either both the respondent and the State of Indiana execute a completed contract or IDOA determines that no acceptable alternative proposal exists.

#### 1.12 REFERENCE SITE VISITS

The State may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

#### 1.13 TYPE AND TERM OF CONTRACT

The State of Indiana intends to sign a contract with one or more respondent(s) to provide the complete set of products and services listed in this RFP. The State will not entertain joint bids.

The term of this contract shall be for a period of four (4) years, beginning January 1, 2005, and ending December 31, 2008.

#### 1.14 CONTRACT OBLIGATIONS

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of IDOA before subcontracting any portion of the project's requirements. The respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify all subcontractors and outline the contractual relationship between the respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in the State's evaluation. The respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate State officials and such relationships must meet with the approval of the State.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent. The State will not determine prices to be confidential information.

#### 1.16 STATE OF INDIANA OBLIGATIONS

The State of Indiana accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

The State of Indiana creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of SPD and IDOA. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.15) will not be disclosed.

#### 1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

#### 1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

#### 1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before an out-of-state respondent can do business with the State, the respondent must be registered with the Indiana Secretary of State. If an out-of-state respondent does not have such registration at present, the respondent should contact

Secretary of State of Indiana  
Corporation Division  
302 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576

for the necessary application form. It is each respondent's responsibility to register prior to the initiation of any contract discussions.

#### 1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5-5-3, the Director of the Procurement Division of IDOA has determined that there is a reasonable expectation of minority and woman business enterprise participation in this contract. Therefore a contract goal of 10 % minority business enterprise participation and 7 % woman business enterprise participation has been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5-5-3.

Compliance with these regulations will be taken into consideration during the evaluation phase of the RFP process.

#### 1.22 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

In accordance with 25 IAC 5 1-8, The respondent must submit within the proposal a Minority and Women's Business Enterprise participation plan or make an application for waiver from the contract goal. Failure to provide the minority and women's business participation plan or to make an application for waiver of the participation goal at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that IDOA reserves the right to verify all information included on minority and women's business enterprise participation plans and applications for waiver from the contract goal before making final determinations of the respondent's responsiveness.

Additionally, the plan must show that there are racial minority owned enterprises and women owned enterprises participating in the contract. The participation can be, but is not limited to, a subcontractor or second tier participation with common suppliers such as office supplies, courier services and/or janitorial services. The respondent submitting an offer must indicate the name of the racial and women owned firms that will participate in the award, a contact name and phone number, the service to be supplied and the specific dollar amount from this contract that will be directed toward each firm.

A respondent can and must submit an application for a waiver if minority and women participation cannot be achieved. However, the respondent is expected to demonstrate a good faith effort to meet the participation goal of 10 % for minority participation and 7 % for women owned business participation. A good faith effort consists of documenting the effort that was made to achieve the goal. The same information supplied on the plan must be supplied on a waiver. (See above paragraph) Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration to design a plan to meet established goals. The Minority Business and Women's Enterprise Division's website address is as follows: [www.in.gov/idoa/minority](http://www.in.gov/idoa/minority).



By submission of the proposal, the respondent thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority and Women's Business Enterprise Program. Questions involving the regulations governing the minority and women's business enterprise participation plan and the application for waiver from the contract goal should be directed to:

Minority Business and Women's Enterprise Division  
Indiana Department of Administration  
402 W. Washington St., Room W469  
Indianapolis, IN 46204  
(317) 233-6607

#### 1.23 U.S. MANUFACTURED

Each proposal must contain an explanation of what steps will be used to encourage the use of American-made products. The State does apply a U.S. Manufactured preference as set out in IC 5-22-15-21.

#### 1.24 RECYCLED PRODUCTS

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP.

#### 1.25 AMERICANS WITH DISABILITIES ACT

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

#### 1.26 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered verbatim. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process all respondents will be informed of the evaluation team's findings, according to the choice of notification they selected in Attachment C.

| <u>ACTIVITY</u>                           | <u>COMPLETION DATE</u> |
|---|------------------------|
| Respondent inquiry period ends            | 5/26/04                |
| Final State responses to inquiries        | 6/2/04                 |
| Proposal submission date                  | 6/15/04                |
| Notice of discussions*                    | 6/25/04                |
| Discussions*                              | 7/2/04                 |
| Request for best and final offers (BAFO)* | 7/9/04                 |
| Receipt of best and final offers*         | 7/16/04                |
| Proposal evaluation completed*            | 7/30/04                |
| Recommendation to IDOA*                   | 8/6/04                 |
| Notify selected respondent                | 8/13/04                |
| Contract negotiations begin*              | 8/20/04                |
| Contract negotiations end*                | 8/25/04                |
| Negotiated contract readied*              | 8/27/04                |
| Contract signed by respondent*            | 9/1/04                 |

|                            |         |
|----------------------------|---------|
| State review begins*       | 9/1/04  |
| State review ends*         |         |
| Receipt of State approval* | 10/1/04 |

*\* These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least four weeks earlier than the listed date for contract signature.*

#### 1.27 PROPOSAL AND PERFORMANCE BOND (25 IAC 1.1-1-5)

The State has determined that no proposal or performance bond will be required.

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The State may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested products and services that meet the application requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

#### 2.2.2 Signature of Authorized Representative

A person authorized to commit the respondent to its representations and who can certify that the information offered meets all general conditions including the information requested in Section 2.3.4, must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in Section 2.2.1 of this RFP. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address.**

#### 2.2.3 Respondent Notification Request

Attachment C provides respondents an opportunity to indicate the preferred method of notification of the vendor selection made for this solicitation. Unless otherwise indicated, respondents will be notified via e-mail with the assumption of delivery within 3 business days. If there is no preference in this regard, Attachment C does not need to be submitted with the respondent's proposal and notification will be made by e-mail.

It is the respondent's obligation to notify the Procurement Division of any changes in address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

#### 2.2.4 Other Information

This item is optional. Any other information the respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

#### 2.3.1 General

This optional section of the business proposal may be used to introduce or summarize any information the respondent deems relevant or important to the State's successful acquisition of the products and services requested in this RFP.

#### 2.3.2 Respondent Company Structure

The legal form of the respondent's business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

#### 2.3.3 Company Financial Information

This section must include the respondent's financial statement, such as an income statement or balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the respondent's financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

#### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The State of Indiana will

consider the information offered in this section to determine the responsibility of the offeror per IC 5-22-16-1(d).

Federal law H.R. 3763, the “Sarbanes Oxley Act of 2002” is NOT directly applicable to this acquisition, however, its goals and objectives were used to develop our mandatory areas of interest.

#### 2.3.5 Facilities and Resources

The respondent should include information with regard to the organization’s resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

#### 2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the respondent’s option, be documented in this section of the Business Proposal. The respondent’s suggested language will be considered by the State during the contract negotiation process. The State’s willingness to consider alternative language does not change the requirement that the respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written. Any language required by a respondent that is unacceptable to the State may lead to the rejection of that respondent’s proposal.

#### 2.3.7 Pricing and Charges

The State requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Respondents must submit the Cost Disclosure form found in Attachment D.

#### 2.3.8 References

The respondent should include a list of clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who

may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP, a greater weight may be attached to the references in the State's evaluation process.

#### 2.3.9 Registration to do Business

Selected out-of-state respondents providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in Section 1.20 of this RFP. This process must be concluded prior to contract negotiations with the State. It is the successful respondent's responsibility to complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

#### 2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.11 Subcontractors

The respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.22 and Attachment A for Minority and Women Business information.

#### 2.3.12 Respondent Contract Requirements

This section is optional. If the respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the respondent should indicate that the clause is required by the respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the respondent in any contract resulting from this RFP.

## 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given with the question or statement first stated followed by the respondent's response. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

See Attachment D for details. The Technical Requirements in Attachment D are numbered as Section Four for indexing purposes.

## 2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan or Waiver (Attachment A) must be included as part of the proposal. Respondents must indicate the name of the racial minority and woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the above mentioned goals (1.21) can not be achieved by directing proceeds from this contract toward racial minority and woman owned enterprises, the respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to racial minority and/or woman owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State of Indiana has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and SPD for further action, such as contract negotiations. If, however, IDOA and SPD decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, IDOA may begin contract preparation with the next qualified respondent or determine that no such alternate proposal exists.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. For carve-out proposals, the percentage of the total point score associated with each category is indicated below following the category name.

#### **3.2.1 Form of Proposal Response (Pass/Fail)**

Each proposal will be reviewed to determine compliance with the proposal preparation requirements outlined in Section Two of this RFP. Elements considered for evaluation in this area consist of, but are not limited to, adherence to the proposal opening date and time; submission of all required documentation; and respondent's statement of agreement in the Transmittal Letter to all of the State's mandatory contract clauses.



3.2.2 Adherence to Requirements (weight 25%)

This category will include scored evaluation criteria based on the technical response of the respondent in each proposal.

3.2.3 Quality of Proposal Approach (weight 25%)

This category will address the proposed means of providing the requested products/services. Examples of criteria to be evaluated in this category consist of, but are not limited to, soundness of the technical approach proposed; ease of installation/implementation; demands placed on the State and the IAPPP Affiliates by the proposed approach; and quality of the proposed project plan. The information used for evaluation of this category will come from a number of sources including references provided by the respondent and other sources available to the State.

3.2.4 Price/Fee Structure/Total Cost (weight 40%)

This category will be evaluated based on the proposal price in relation to the lowest proposal price of an otherwise acceptable proposal. This category will include a review of savings that can be anticipated by virtue of its contracting with a service provider. Examples may include provider claim discounts as a result of a PPO network, network Pharmacy discounts or pharmacy rebates that can be shared with the State and the IAPPP Affiliates. Respondents must submit the Cost Disclosure form found in Attachment D.

3.2.5 Overall Management Judgment (weight 10%)

This category will be evaluated on a combination of factors including, but not limited to:

- Long-term financial stability, responsibility and capability to fulfill required commitments through the term of the contract anticipated as a result of this RFP.
- Difficulty of implementation of requested products/services.
- Past respondent performance and expected future support.

3.2.6 Minority & Women's Business Participation Plan (pass/fail)

All proposals will be reviewed by members of SPD and IDOA. References may be contacted. It is possible that persons participating in the selection process, through IDOA, will interview finalists. The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.